

# AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into this 8<sup>th</sup> day of October, 2009, by and between **THE GREATER LOUISVILLE WORKFORCE INVESTMENT BOARD, d/b/a KentuckianaWorks, 410 W. Chestnut Street, Suite 200, Louisville, Kentucky 40202** (hereinafter referred to as "KentuckianaWorks"), and **IN EVERY LANGUAGE, LLC**, located at 812 E. Market Street, <sup>Suite 201</sup> ~~2<sup>nd</sup>~~ Floor, Louisville, KY 40206 ("CONSULTANT").

## WITNESSETH:

**WHEREAS**, KentuckianaWorks is in need of certain professional services with respect to translation services;

**WHEREAS**, the Consultant has been determined by KentuckianaWorks to have the necessary experience, expertise and qualifications to provide those services;

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

### I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of KentuckianaWorks, provide services under the terms of this Agreement. KentuckianaWorks may review the Consultant's work product from time to time for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services.

C. If from time to time Consultant needs to utilize the records or personnel of KentuckianaWorks in performing the services required in this Agreement, then Consultant shall notify the proper agent of KentuckianaWorks and arrangements may be made to provide the necessary records or personnel. However, at no time shall KentuckianaWorks make available its resources without the full consent of both parties.

D. The services of Consultant shall include but not be limited to providing language interpretation for individuals in various languages when needed and as requested by KentuckianaWorks.

## II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this agreement in accordance with the rate sheet attached hereto as Exhibit A. Total compensation payable to Consultant for services rendered pursuant to this agreement, including out-of-pocket expenses, shall not exceed the sum of \$25,000.00 for the length of the contract. *See*

B. Unless otherwise agreed in writing by KentuckianaWorks, charges shall be billed at the end of each month throughout the duration of this agreement. Payment shall only be made pursuant to a detailed invoice that indicates *See* a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested.

C. Consultant shall only be reimbursed out-of-pocket expenses if such expenses are reasonable in amount and necessary to accomplish the scope of services of this contract. KentuckianaWorks will not reimburse first class airfare, personal phone calls, short term parking expenses, or other premium type expenses. KentuckianaWorks reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to third parties agrees to pro-rate its billings and out-of-pocket expenses to KentuckianaWorks which are of benefit to the third parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will KentuckianaWorks pay bills or expenses, which are considered to be double billing (i.e. billing two different parties for the same work or expense).

### III. DURATION

A. This is a professional service contract, which shall begin <sup>October 9, 2009</sup> ~~July 1, 2009~~, and shall continue through and including June 30, 2010.

B. This Agreement may be terminated without cause by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. In the event of termination without cause, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

C. This Agreement may be terminated at any time for cause by KentuckianaWorks upon breach of any provision of this Agreement by Contractor.

KentuckianaWorks shall provide written notice of termination to Contractor specifying the termination date and time. If KentuckianaWorks terminates this Agreement for cause, KentuckianaWorks shall have the right to withhold any payments due under this Agreement and KentuckianaWorks may pursue its remedies in law or equity through all appropriate legal action.

#### **IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Consultant to be an officer or official of KentuckianaWorks. By executing this agreement, the parties hereto certify that Consultant's performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

#### **V. RECORDS-AUDIT**

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's fees and costs which are chargeable to KentuckianaWorks under this Agreement; and KentuckianaWorks shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include without limitation: (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit

tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

## **VI. HOLD HARMLESS CLAUSE**

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government and KentuckianaWorks, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury or damage to property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or KentuckianaWorks or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

## **VII. REPORTING OF INCOME**

The compensation payable under this Agreement is subject to federal, state and local taxation. Regulations of the Internal Revenue Service require KentuckianaWorks to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish KentuckianaWorks with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to KentuckianaWorks as may be required by the IRS or the State Department of Revenue.

## **VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

## **IX. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party.

Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other

determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

## **X. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that are not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.



## 2009 Interpreting Rate Sheet

**In Every Language**

**Contact: Terena Bell**

**Office Phone Number: (502) 213-0317**

**Emergency Contact Number: (502) 593-9212**

### WORKDAY INTERPRETATION FEES (2 hour min):

English < Spanish	\$42/hr
English < Vietnamese	\$50/hr
English < French	\$42/hr
English < Portuguese	\$42/hr
English < Japanese	\$75/hr
English < Swahili	\$47.50/hr
English < Russian	\$40/hr
English < Arabic	\$55/hr
English < German	\$50/hr
English < Nepali	\$60/hr
English < Somali	\$62/hr
English < Mai-Mai	\$62/hr
English < Hindi	\$58/hr
English < Bosnian	\$50/hr
English < Croatian	\$50/hr
English < Serbian	\$50/hr
English < Polish	\$60/hr
English < Lingala	\$60/hr
English < Karen	\$65/hr

Other languages may be available; please call (502) 213-0317 for details.

A supplemental charge may apply for weekend or holiday appointments.

A late charge of \$50 is assessed on any overdue invoice.

**Thank you.**

*EXHIBIT A*

WITNESS the signatures of the parties to this Agreement.

APPROVED AS TO FORM:  
MICHAEL J. O'CONNELL

by Ed Lowry  
Edwin J. Lowry, Jr.  
Assistant County Attorney  
Date: 10/11/09

KENTUCKIANA WORKS

By: [Signature]  
Title: Executive Director  
Date: 11/3/09

Consultant  
IN EVERY LANGUAGE, LLC

by [Signature]  
Printed name Terina Bell  
Title CEO  
Date 8 October 2009

Taxpayer Identification No.  
(TIN): \_\_\_\_\_

Louisville/Jefferson County  
Revenue Commission Account  
No.: \_\_\_\_\_



# Lloyd's Certificate

**This Insurance** is effected with certain Underwriters at Lloyd's, London (not incorporated).

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose names and the proportion underwritten by them can be ascertained from the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

**The Assured** is requested to read this certificate, and if not correct, return it immediately to the Correspondent for appropriate alteration.

In the event of a claim under this certificate, please notify the following correspondent:

Hays Affinity Solutions  
A Division of Hays Companies  
1133 20<sup>TH</sup> Street, NW  
Suite 450  
Washington, DC 20036

**HAYS AFFINITY SOLUTIONS**  
A MEMBER OF HAYS COMPANIES  
<http://ata.haysaffinity.com>

Dear Customer Terena Bell,

Thank you for considering our E&O Program available exclusively to members of the American Translators Association (ATA). We have reviewed your application and are pleased to offer you this policy. Your payment has been accepted. You will receive the Confirmation Letter shortly by email. With regards your policy contains the following:

**POLICY DETAILS**

**Contact Address:**

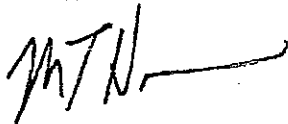
Terena Bell  
In Every Language  
1510 Cherokee Road, Suite B5  
Louisville, Ky 40205

**Policy No:** C91ATA003311  
**Policy Date:** Jan 01, 2009  
**Program Type:** ATA - E&O  
**Policy Type:** Key

Limits of Liability (per claim/annual aggregate)	Deductible (per claim)	Annual Premium (plus lines taxes and fees)
250,000	500	US \$578.91

Again we appreciate your interest in the ATA E&O Program and look forward to servicing your insurance needs. Please do not hesitate to contact me with any questions or concerns at (866) 310-4297.

Sincerely,



Mike Hraber  
Account Executive  
[mhraber@hayscompanies.com](mailto:mhraber@hayscompanies.com)  
Direct Phone: 202-263-4016

**WRITTEN FINDINGS In Every Language \$25,000.00 2009-2010****EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # \_\_\_\_\_. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

\_\_\_\_\_ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **\*\* Mayors Approval required for emergency purchases exceeding \$10,000.**

\_\_\_\_\_ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

\_\_\_\_\_ X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

\_\_\_\_\_ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

\_\_\_\_\_ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

\_\_\_\_\_ F. The contract is for proprietary items for resale.

\_\_\_\_\_ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

\_\_\_\_\_ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

\_\_\_\_\_ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

\_\_\_\_\_ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

\_\_\_\_\_ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

\_\_\_\_\_ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 11/3/09  
Requesting Department Director Date

\_\_\_\_\_  
\*\*Mayor Date

**\*\*Signature is required only for Written Finding A**

**Form W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

**IN Every Language, LLC**

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, F=partnership) ▶ ..... ☐ Exempt payee  
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

**812 East Market Street, 2nd Floor**

City, state, and ZIP code

**Louisville, Kentucky 40206**

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a trust, alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on which number to enter.

Social security number

or

Employer identification number

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶



Date ▶ **20 July 2009**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**CONTRACT DATA SHEET**PSC Type (check one):   X   New        Renewal        Addendum**Contractor Information**

1. Legal Name of Contractor: In Every Language, LLC
2. Address: 812 East Market Street, 2<sup>nd</sup> Floor
3. City/ State & Zip: Louisville, KY 40206
4. Contact Person Name & Telephone Number: Terena Bell 502/213-0317
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing: Yes
8. Federal Tax ID # (SSN if sole proprietor):

**Department Information**

9. Requesting Department: Kentuckiana Works
10. Contact Person Name & Telephone: Michael Dunbar 502/574-4725

**Contract Information**

11. Not to exceed amount: \$25,000.00
12. Are expenses reimbursed?
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: July 1, 2009 thru June 30, 2010
15. Coding: 2551-505 -2061 -203401-522998
16. Scope & Purpose of the contract: To provide a service of interpretation for individuals in various languages when in need.

**Authorizations**
 County Attorney Review - Approved as to Form:
Department Director: Date: 11/3/09

Signature certifies:

☒ Funds are available☒ Contractor is registered and in good standing with the Revenue Commission☐ Human Relations Commission registration requirements have been metRisk Management Division of Finance - Certifies Insurance requirements satisfied: 11-4-09